

SCOTT G. ACKLEY, of Vassalboro, Kennebec County, Maine, for consideration paid, grants to BERNIS CARLE AND MARJORIE B. CARLE, of Waterville, Kennebec County Maine, with MORTGAGE COVENANTS, as joint tenants, to secure the payment of Thirty-seven Thousand Dollars (\$37,000.00) in fifteen years with ten percent interest per annum, payable in monthly installments as provided in a certain promissory note of even date, the land in Waterville, Kennebec County, State of Maine, described as follows:

Parcel 1

020556

Beginning at a point in the southerly line of Armory Road which is 687.28 feet easterly of the intersection of the easterly line of Main Street and the southerly line of Armory Road; thence southerly a distance of 144 feet, more or less; thence north 85 degrees 50 minutes east a distance of 30 feet; thence northeasterly a distance of 180 feet, more or less, along the northerly line of property now or formerly of Flood and being a certain right of way or easement to the southerly line of Armory Road; thence westerly in said southerly line a distance of 134 feet to an angle point in said southerly line; thence northwesterly in said southerly line a distance of 34.5 feet, more or less, to the point of beginning.

Excepting and reserving however, an easement to lay, maintain, repair, alter and remove sewer pipes and to use the same for sewer purposes and to enter upon the property subject to the easement, said easement being in and across the aforesaid premises in an east-west direction on a strip of land 15 feet in width the northerly bound of which is said Armory Road; and also, all rights to land and maintain sewer and water pipes in the aforesaid certain area of land 80 feet in width lying easterly of the above described property.

Also conveying the right to enter and use the sewer line located in the aforesaid sewer easement, provided the grantees, their heirs and assigns. shall maintain the manhole located on the principal lot herein conveyed.

Excepting and subject to the provisions in the conveyance from Hodge & Gillmor to Lewis J. Rosenthal, et al., dated August 29, 1966, recorded in said Registry, Book 1425, Page 922.

Parcel 2

All right, title and interest in and to a certain lot or parcel of land in said Waterville, and being a portion of an area of land 80 feet in width adjoining land now or formerly of Hodge & Gillmor on the southerly side of Armory Road, the part hereby conveyed being bounded and described as follows: Beginning at a point in the southerly line of the Armory Road at the northeasterly corner of lot conveyed to Robert J. Hodge, Jr. and John P. Gillmor by Nicholas and Marjorie Saporita, which point is also the northwesterly corner of said area 80 feet in width; thence southwesterly along the land formerly of said Hodge & Gillmor to their southeasterly corner; thence easterly in a line parallel to Armory Road and into the southerly line of land formerly of Hodge & Gillmor extended easterly a distance of 12 feet; thence northeasterly and parallel to the line of the lot formerly of said Hodge & Gillmor to the southerly line of said Armory Road; thence westerly in the southerly line of the Armory Road, a distance of 12 feet to the point of beginning.

Being the same premises conveyed to Hodge & Gillmor by deed of Lewis J. Rosenthal, et al., dated August 29, 1966, and recorded in said Registry, Book 1426, Page 92.

This mortgage is upon the Statutory Condition which is incorporated herein by reference and made a part hereof, and the following additional conditions:

1. The mortgagor shall not permit or suffer any mechanic or materialman lien to be placed upon the premises.
2. In the event the mortgagor sells, or otherwise transfers ownership of the mortgaged premises, the note secured by this mortgage and all indebtedness shall, at the option of the holder of the said note, become immediately due and payable.

for any breach of which the mortgagees shall have the remedies provided by law.

WITNESS my hand and seal this 1st day of August, 1987.

Scott G. Ackley  
Scott G. Ackley

STATE OF MAINE  
KENNEBEC, SS

August 1, 1987

Then personally appeared the above named Scott G. Ackley and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Miles P. Frye  
Notary Public - Miles P. Frye

RECEIVED KENNEBEC SS.

1987 AUG 12 AM 9:00

RECORDED FROM ORIGINAL